

# Policing consumer contracts in China and the EU

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# Valorisation Addendum

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## **1. What is the societal relevance of your research results?**

China and the EU have had established diplomatic relations for more than 40 years. In these years, the EU has become China's biggest trading partner, while China is the EU's second biggest one. China and the EU have a major stake in each other's sustainable growth and prosperity, and this is likely to last in the foreseeable future.

This close economic relation is to a large extent based on trading goods. Generally speaking, Chinese products and EU-products are both of high competitiveness in the market. Some of them are more cost-efficient, and some of them are of high calibre. To meet the multiple demands of different consumers, the commercial intercourse between China and the EU keeps increasing, and this results in more and more traders doing their business in other countries or even other continents. In the past, EU consumers were facing Chinese products in a much indirect way, because the corresponding part in most cases is not a Chinese trader, but usually a European agent or a European company who imported Chinese products. Nowadays, these Chinese traders often set up branches in the EU. Even if they do not, they can take advantage of the development of e-commerce and logistics industry to sell their products to the EU without leaving China physically. This also applies to EU consumers and traders. Therefore, the number of transactions with a cross-border feature is rapidly increasing, and this raises people's interest to the other jurisdiction's consumer contract law. This is exactly what this study aimed to contribute to.

## **2. To whom are your research results of interest?**

Apart from academics, a wide array of stakeholders, from traders to legislators, may find the research results of this study useful.

Firstly, this study may be of interest to traders, because consumer law contains a great amount of mandatory rules, which may have a huge impact on their business operation. Being aware of these legal rules in advance will help them control risks and avoid losses. For example, in the past, there was few literature in English on Chinese consumer law. No interpretation or case law was provided to help with the under-

standing. Now this gap has been filled by this study. Traders can easily see how the rule is regulated, interpreted, and enforced. If they have doubts in an issue which is related to unfair terms or withdrawal rights, they may easily find answers from this study and see how a similar situation is dealt with in China. This also applies to legal service providers who can benefit from this study as well.

Secondly, the research results of this study may be interesting to consumers. For example, some EU citizens are temporarily living in China for studying or working purpose. When they have consumer contract disputes with Chinese local traders, they can find the relevant information in this study. This also applies to Chinese consumers who currently live in the EU.

Thirdly, this study may be useful to judges. As can be observed from the findings of this study, for some topics the rules provided by the Chinese and the EU legislator are rather different. When a judge is handling a specific issue that has not been clearly regulated in one jurisdiction, the solution provided by the other can be referred to, or even used as the basis for reasoning. Even if the rule itself is similar, the approach to interpret the rule can differ. EU rules and their interpretation may provide Chinese judges with insights, and vice versa.

Fourthly, policy-makers and legislators may find this study interesting. This is because legislators in different jurisdictions may provide diverging solutions to similar problems. Being aware of how similar problems are dealt with in different jurisdictions will help the legislator find the solution which may better achieve the goals that are pursued, or the solution which fits better with the certain cultural or economic background.

### **3. Into which concrete products, services, processes, activities or commercial activities will your results be translated and shaped?**

Firstly, a part of this study has already been published in a law journal. The Tsinghua University Law Journal, which is a top 10 law journal in China, published the article ‘On Consumer’s Withdrawal Rights: A Focus on the Interpretation through the Application of the Contract Law’ in Issue 6, 2015. The content of this article is to a large extent based on the research results of this study, and it has attracted much attention from academics and legal practitioners. By far, this article has been cited more than 16 times, and reprinted by two influential digests: Social Science Digest (Number 2, 2016) and Renmin University Duplicate Newspaper and Journal Materials (Economic Law and Labor Law) (Number 3, 2016). In addition to this article, more articles on the basis of the research results of this study are expected to be published in the near future.

#### **4. To what degree can your results be called innovative in respect to the existing range of products, services, processes, activities and commercial activities?**

The research results of this study are innovative for three reasons.

Firstly, the research results of this study manifest an elaborate description of Chinese consumer contract law in English. This is innovative, because, up to now, most of the studies available are about the general aspects of contract law. They usually only introduce the general rules on policing contracts and the legal consequences when a contract is policed to be not binding. Special rules on policing consumer contracts have not been touched upon. Besides, the Chinese Consumer Protection Law was just amended. This is also the first study which introduces the new rules on withdrawal rights, systematically and in detail.

Secondly, the research results of this study are innovative, because this study compares Chinese consumer law rules with European rules. In the domain of contract law, although some comparative studies have already been carried out, most of them do not contain the rules on consumer contracts. This study fills the vacuum. In addition, with regard to the specific approach of comparison, this study introduces many court decisions to show how the rules are interpreted. As for the problem of enforcement, social mechanisms such as media supervision are also referred to.

Thirdly, the research results of this study reveal that different types of markets have different impact on their consumer law rules. Previous to this study, some studies had discussed the interplay between consumer law and the market, but they rarely established their findings on a comparative study. The focus was usually on only one jurisdiction. In this study, the connection between markets and their consumer law is observed on the basis of the comparative outcome, where the relevant rules in Chinese law and EU law are described and compared.

#### **5. How will these plans for valorisation be shaped? What is the schedule, are there risks involved, what market opportunities are there and what are the costs involved?**

As previously mentioned, more articles which introduce the research results of this study are expected to be published. These findings can also be spread to traders, consumers, academics, legal practitioners, judges, policy makers and legislators through conferences, workshops, lectures, blog articles, or any other channel that may be used in the near future.

As for the risks involved, there is always a worry that comparative study may lead to the simple replication of foreign law. People may forget that one jurisdiction's legal rules have to fit in with its specific economic and cultural environment. Nevertheless, legislators shall have the wisdom to avoid these risks, and refer to foreign law in an appropriate way.

